

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA**

In re Harry S. Porterfield,

Debtor.

Chapter 7 No. 19-00197

Harry S. Porterfield,

Plaintiff,

v.

Adv. Pro. No. 19-09020

KeyBank National Association, and
Campus Federal Credit Union,

Defendants.

**PLAINTIFF'S MOTION FOR HEARING TO PROVE UP A DEFAULT
JUDGMENT AGAINST RITA BROWN**

COMES NOW the Plaintiff, Harry S. Porterfield, by her counsel, and for her Application for Default Judgment pursuant to Federal Rule of Bankruptcy Procedure 7055 and Federal Rule of Civil Procedure 55(b)(2) against Defendant Campus Federal Credit Union in the above-captioned case states as follows:

1. Plaintiff filed his Complaint herein on June 14, 2019, seeking to determine the dischargeability of student loan debts under section 523(a)(8) of the Bankruptcy Code.

2. Bankruptcy Rule 7055 provides that the clerk may enter a default judgment if the “plaintiff’s claim is for a sum certain.” The Clerk of the Bankruptcy Court entered a default on January 8, 2020. Because the

Plaintiff's prayer is for an order determining that the claim of Campus Federal Credit Union is dischargeable, and not for a sum certain, a default judgment from the Court is necessary to provide relief to the Plaintiff/Debtor.

3. Rule 7004(b)(3) provides that service of a summons and complaint may be made, within the United States, by first class mail postage pre-paid. The undersigned served Campus Federal Credit Union by first class U.S. Mail, addressed to the Defendant's counsel, as follows: Campus Federal Credit Union, c/o Kizer, Hood & Morgan, LLP, 2111 Quail Run Drive, Baton Rouge, LA 70808, on June 18, 2019, as shown in Docket Entry 5 herein.

4. Defendant has failed to file any answer or motion or any responsive pleading to the Complaint.

5. More than thirty (30) days has passed since the issuance of the Summons. Rule 7012(a) provides that a defendant shall answer within thirty days after the issuance of a summons.

6. The undersigned represents that neither he nor his firm has been contacted by the Defendant or by any agent or representative thereof with any request for additional time to file an Answer or indicating an intention to Answer the Complaint.

7. The Plaintiff requests a hearing be scheduled to prove up Defendant Campus Federal Credit Union's default and the Plaintiff's damages herein.

WHEREFORE, the Plaintiff, Harry S. Porterfield, respectfully requests the Court, upon hearing, enter a default judgment against Defendant Campus Federal Credit Union, which judgment should state that the relief sought by Plaintiff is granted, and entering judgment in favor of the Plaintiff on the issue of dischargeability of Defendant Campus Federal Credit Union's claim.

Dated this 10th day of March, 2021

/s/ Steven G. Klesner
Steven G. Klesner AT0004271
JOHNSTON, STANNARD, KLESNER,
BURBIDGE & FITZGERALD, P.L.C.
1927 Keokuk Street, PO Box 3400
Iowa City, IA 52244
steve@iclawfirm.com
(319)338-9852 Telephone
(319)354-7265 Facsimile
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of this document was served on the parties herein by electronic noticing from the Bankruptcy Court or by envelope addressed to the same at the addresses shown below with postage fully paid and by depositing said envelope in a United States Postal Service depository at Iowa City, Iowa, this 10th day of March, 2021.

/s/ Dawn Krabill

Service List

Campus Federal Credit Union
c/o Kizer, Hood & Morgan, LLP
2111 Quail Run Drive
Baton Rouge, LA 70808

Mohela/Laurel Road Bank
100 Post Road
Darien, CT 06820

Laurel Road Finance, Inc.
c/o Corporation Service Company
505 5th Ave, Ste 729
Des Moines, IA 50309

KeyBank National Association
Christopher M. Gorman, CEO
127 Public Square
Cleveland, OH 44114